

Purchase Terms and Conditions

Acceptance of Orders: The acceptance of any order by Allied Power Products, Inc. (APPI) shall be expressly conditioned upon the acceptance by Buyer of the following terms and conditions. APPI shall not be bound by or obligated to meet any terms and/or conditions of Buyer which are different from or additional to these as stated unless those terms and/or conditions are accepted by APPI in writing prior to acceptance of any order.

Prices: Orders are accepted by APPI at prices in effect at the time of shipment.

Taxes: Prices do not include any excise, sales, use or similar tax and any such tax required by statute to be collected by APPI shall be added to the purchase price and paid by the Buyer unless Buyer furnishes APPI with appropriate exemption certificates at the time an order is placed.

Shipment: Goods are shipped FOB factory. Partial shipments are permitted and payments in accordance with the terms and conditions hereof shall become due as each shipment is made and invoice delivered. APPI will route deliveries in accordance with Buyer's instructions if such instructions are provided in a timely manner. When carrier or routing is not specified, or where specified instructions are not possible, APPI will select carrier and routing without liability.

Delivery: A shipping date will be provided at the time the order is placed. However, any stated shipping date is approximate and is based upon receipt of all necessary information to enable an order to be placed into production. This includes but is not limited to appropriate information to establish payment terms and receipt of a construction deposit if required. The Buyer shall notify APPI in writing in the event shipping must be delayed beyond the scheduled shipping date. When this date is the same or subsequent to the scheduled date of delivery stated on the order acknowledgment, the goods will be invoiced to the Buyer and stored at a place he may designate or stored by APPI at Buyer's expense.

Delay: APPI shall not be responsible for delays or defaults due to circumstances beyond its control, such as, but not limited to riot, strike, natural disaster, government action, or unavailability of materials or components.

Scheduled Releases: Scheduled release dates are subject to the acceptance of APPI. Scheduled releases remain unalterable and irrevocable unless requested changes are expressly authorized through the written consent of APPI.

Warranty: APPI warrants each new product under APPI's separate standard Limited Warranty form, and APPI makes no other warranties whatsoever to purchase hereunder respecting the goods, whether expressed or implied, and in particular, APPI makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPI shall not in any event be held liable for consequential or incidental damage.

Change or Cancellation: After acceptance by APPI no order can be canceled or modified, nor can deliveries scheduled be changed without written consent of APPI and APPI reserves the right to charge for any expenditures including administrative costs and overhead that have been incurred up until the time of cancellation.

Returned Goods: Goods can be returned only after receipt of written authorization from APPI. Consideration of return can be made only when furnished original invoice number and invoice date. Goods returned, whether for the purpose of customer's inventory decrease or customer's error in ordering, or for any reason beyond the control of APPI is subject to handling and restocking charge. Returned goods will be new, unused and resalable condition. Final determination as to the condition of all returned goods is the sole discretion of APPI.

Modification: No modification of terms and conditions stated herein shall be binding unless made in writing and signed by an authorized representative of the party to be bound thereby. Any terms that are different or additional to those herein shall be considered proposals and shall be deemed rejected unless specifically accepted in writing.

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